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SECTION 00800 - SPECIAL CLAUSES

1. REFERENCE DRAWINGS.

a. One set of the reference drawings listed on Drawing No. M-LM-17/G-3 which cover details of the existing structure, will be included in each set of the contract drawings furnished the Contractor without charge, in accordance with Contract Clause DFARS 252.236-7001. Drawings showing additional details are available for examination at the Dept. of the Army, St. Louis District, Corps of Engineers, St. Louis, Missouri. Additional prints of reference drawings will be furnished the Contractor on request at the cost of reproduction.

b. The stationing and dimensions shown on the contract and reference drawings for the existing structure have been taken from the original contract drawings and the shop drawings for the original construction. The Contractor shall verify all the above stationing and dimensions and shall be responsible for making the new material and work fit the existing conditions.

2. PAY REQUESTS. Pay requests authorized in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause entitled "Prompt Payment for Construction Contracts". Pay requests shall be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation", respectively. All information and substantiation required by the identified contract clauses shall be submitted with the ENG Form 93, and the required certification shall be included on the last page of the ENG Form 93a, signed by an authorized official of the Contractor and dated when signed. The designated billing office is the Office of the Area Engineer.

3. PHYSICAL DATA (APR 1984). FAR 52.236-4. Data and information furnished or referred to below is furnished for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Physical Conditions. The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

c. Transportation Facilities. Railroads and highways serve the general area of the work. Water transportation is available to the site of the work.

d. Condition of River Channel. Data relating to river stages, soundings, and flow may be examined at the office of the Dept. of the Army, St. Louis District, Corps of Engineers St. Louis, Missouri. The mean river stages on gages in the vicinity of the work are shown on the chart at the end of the Special Clauses.

e. Channel Traffic. There is moderate commercial and pleasure traffic operating in the Mississippi River adjacent to the site. The passage

of large craft may delay operations in the channel.

f. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work under this contract, all plant including ranges, buoys, piles, and other marks placed in navigable waters or on shore by the Contractor, shall be promptly removed.

g. Datum and Gages. The plane of reference as used in these specifications is the zero stage of the St. Louis, Missouri, gage, Elevation 379.94 feet NGVD (National Geodetic Vertical Datum). Equivalent stages, based on steady river flow, for various stages on the St. Louis, Missouri, gage, as determined by the Contracting Officer for gages in the localities where the work is to be done, are as shown on the chart at the end of the Special Clauses.

4. WORK AREAS. In accordance with the Contract Clause entitled, "Operations and Storage Areas", and subject to the approval of the Contracting Officer and the restrictions imposed by SECTION 01130 - ENVIRONMENTAL PROTECTION, of the Technical Provisions, the Contractor will be allowed use of Government-controlled land within the construction limits shown on the drawings or as specified herein. Any additional land, including ingress and egress, required by the Contractor, shall be obtained by the Contractor at its own expense.

5. PUBLIC UTILITIES AND PRIVATE IMPROVEMENTS.

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not move or disturb any public utilities or private improvements. Such removals, alterations, and/or relocations, where necessary, will be made by others. The locations shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that public utilities or private improvements may be encountered within the construction limits, some of which may be buried, and the existence of which is presently not known. Should any such utilities or improvements be encountered, the Contractor shall immediately notify the Contracting Officer so that a determination may be made as to whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required and an equitable adjustment will be made. In the event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latter's removal, alteration, or relocation operations.

6. DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause entitled "Permits

and Responsibilities." However, if in the judgment of the Contracting Officer any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If in the opinion of the Contracting Officer there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the Contract Clause entitled, "Changes," of the contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

7 AND 8. NOT USED.

9. PARTIAL PAYMENT. At the discretion of the Contracting Officer, partial payment will be made for equipment delivered and stored on site or off site providing such storage is in accordance with the provisions of these specifications and the Contractor furnishes satisfactory evidence that title to such equipment has been acquired and that it will be utilized on the work covered by these specifications. Partial payment is defined as the invoice amount plus shipping costs. If the equipment is stored off site, the Government shall have the right to inspect the equipment.

10. CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 copies. Each certificate shall include the signature and title of an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from responsibility for furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

11. PURCHASE ORDERS. Two copies of all purchase orders for other than stock materials showing the firm names and addresses and list of material shall be furnished to the Contracting Officer or an authorized representative as soon as issued.

12. SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Safety and Health Requirements Manual EM 385-1-1 forms a part of these specifications. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation. EM 385-1-1 is provided on the CD-ROM and the St. Louis District web site for each solicitation, however the Contractor shall be responsible for obtaining any changes to the manual which are available on the above web site.

13. ACCIDENT INVESTIGATIONS AND REPORTING. Refer to EM 385-1-1, Paragraph 01.D. Accidents shall be investigated and reports completed by the

immediate supervisor of the employee(s) involved and reported to the Contracting Officer or an authorized representative within one working day after the accident occurs. The accident Investigation report shall be made on ENG Form 3394.

14. ACCIDENT PREVENTION PROGRAM. Refer to Contract Clause FAR 52.236-13 entitled, "Accident Prevention". Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, the original and one copy of the Accident Prevention Program shall be submitted to the Contracting Officer for review. The program shall be prepared in the following format:

a. An executed MVS Form 385-33, Administrative Plan.

b. An executed MVS Form 385-359-R, Hazard Analysis.

c. A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees. Each company employee shall be required to sign the company policy statement of accident prevention to verify that all employees have been informed of the safety program, and such signed statements shall be maintained at the project site.

d. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVS Form 385-22, Fuel Oil Transfer (refer to 33 CFR 156).

The Contractor shall not commence physical work at the site until the program has been reviewed and found acceptable by the Contracting Officer, or an authorized representative. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

15. DAILY INSPECTIONS. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer.

Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

a. Phase(s) of construction underway during the inspection.

b. Locations of areas inspections were made.

c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

16. ENVIRONMENTAL LITIGATION.

(a) If the performance of all or any part of the work is ordered by a court of competent jurisdiction to be suspended, delayed, or interrupted as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of

the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the Contract Clause entitled "Suspension of Work".

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

17. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled, "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(5)	(6)	(8)	(6)	(7)	(8)	(8)	(9)	(6)	(6)	(7)	(7)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)".

18. SUBCONTRACTS. In accordance with the Contract Clause entitled

"Subcontracts", the Contractor shall, within seven days after the award of any subcontract by the Contractor or a Subcontractor, deliver to the Contracting Officer two copies of a completed Standard Form 1413. Both copies must contain the original signatures of both parties.

19. REQUIRED INSURANCE.

a. As required by the Contract Clause entitled "Insurance-Work on a Government Installation", the Contractor shall within 15 days after receipt of Notice of Award and prior to the commencement of work, furnish to the Contracting Officer, a written statement as evidence of the following minimum insurance:

(1) Workmen's Compensation. Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance. \$100,000

(3) Comprehensive General Liability Insurance.

Bodily Injury - \$500,000 per occurrence

(4) Comprehensive Automobile Insurance.

Bodily Injury - \$200,000 each person
\$500,000 each accident
Property Damage - \$ 20,000 each accident

b. Statements of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Central Area Office; CEMVS-CO-CA
301 Riverlands Way
West Alton, Missouri 63386

20. PROTECTION OF MATERIAL AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to the Contractor.

21. CONTAMINATION OF WATER. In addition to the requirements set forth in 01130-3.3, Protection of Water Resources, the Contractor shall take positive protective measures to prevent spillage of potential pollutant materials such as fuel, emulsion materials, chemicals etc., from storage containers or equipment, into lakes or tributary waters. Such positive protective measures may include, but not limited to, the following:

(1) A berm enclosure of sufficient capacity to contain such materials.

(2) Security measures to prevent acts of vandalism which could result in spillage of such materials (fences, guards, etc.).

(3) Storage of such materials in an area where the terrain would preclude leakage into lake or tributary waters.

(4) Utilization of secure Government storage areas if the Contracting Officer indicates such space is available. No storage past immediate needs (2 days) without the consent of the Contracting Officer.

The Contractor shall submit its proposals for implementing the above provisions in accordance with 01130-1.5, Environmental Protection Plan.

22. COMMERCIAL WARRANTY. The Contractor agrees that the standard commercial equipment furnished under this contract shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such equipment, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. The Contractor shall furnish two copies of the warranties to the Contracting Officer.

23. ORDER AND COORDINATION OF WORK. The Contractor may start and complete the work in such order and sequence as desired subject to compliance with the following paragraphs:

- a. During this contract, the Government may do maintenance work on either lock chamber. The Contractor shall coordinate operations with the Contracting Officer to avoid interference with the maintenance work performed by the Government.
- b. The Contractor shall perform, and complete, all work on the auxiliary lock during a 55 day lock closure period. The auxiliary lock shall be the first lock closure and shall be completed before commencing on work on the main lock. All work on the Programmable Logic Controller and Variable Frequency Drive Systems shall be completed including successful testing 7 days prior to the end of the closure. This will allow the Government time to implement permanent programming of the PLC system.
- c. The Contractor shall perform, and complete, all work on the main lock during a 55 day lock closure period. All work on the Programmable Logic Controller and Variable Frequency Drive Systems shall be completed including successful testing 7 days prior to the end of the closure. This will allow the Government time to implement permanent programming of the PLC system.
- d. During lock closures both river stage and Contractor's methods of accomplishing work affect the need for lock bulkheads. St. Louis Districts maintenance bulkheads are the only 110-foot bulkheads meeting current safety requirements and as a result are the only bulkheads usable in case of emergency on the Upper Mississippi River and Illinois Rivers. It is therefore important that the Contractor minimize exposure to need for bulkheads. Contractor shall submit a written plan for approval 120 days prior the first lock closure detailing the tasks for which bulkheads could be required and duration of those tasks. Plan shall address upper bulkhead installation and removal as independent operations and lower bulkhead installation and removal as independent operations. Upstream maintenance and valve bulkheads will be installed immediately prior to closure by the Government. If downstream

bulkheads are required, maintenance and valve bulkheads as well as pumps will be installed by Government hired labor and floating plant. Government will install downstream bulkheads only if: 1) requested in writing by the Contractor and 2) if it is apparent that tailwater elevation 402.0 will be exceeded 3) each set of bulkheads will only be installed/removed a maximum of one time per lock chamber. Government will require three days to mobilize, two days to install or remove lower valve and maintenance bulkheads and pumps. The term day as used in this paragraph is defined as 0700 hours to 1700 hours. All bulkheads installed shall be removed prior to any operational testing. Contractor shall provide unobstructed access for bulkhead installation and removal by clearing the channel approach to the location where bulkheads are being installed or removed prior to 0700 hours the day work is scheduled to begin. If installed the pumps will be operated by the Government and a pool elevation of 400.0 or less will be maintained.

- e. Contractor closure period for the Auxiliary Lock Chamber will be from 0600 hours on October 3, 2005 until 0600 hours November 27, 2005. Contractor closure period for the Main Lock Chamber will be from 0600 hours on January 3, 2006 until 0600 hours February 27, 2006.
- f. The Contractor shall have all mechanical equipment, as required for SECTION 15075 - LIFT GATE MACHINERY, in approved storage, prior to commencement of lock closure. The equipment shall be completely assembled in the units that are to be installed on the machinery support frames, as specified herein and shown on the contract drawings.
- g. The Contractor shall have all counterweight equipment, as required for SECTION 05502 - MISCELLANEOUS METAL MATERIAL AND OTHER ITEMS, in approved storage, prior to commencement of lock closure. The equipment shall be completely assembled in the units that are to be installed within the lock walls, as specified herein and shown on the contract drawings.
- h. Once a lock chamber is closed and turned over to the Contractor all operation of the lift gate machinery and walkway bridge machinery will be the responsibility of the Contractor. However, prior to each operation of machinery the Contractor shall get approval of the Lockmaster or his appointed representative so that unsafe operation or positioning of gates and walkway can be avoided. All other lock equipment shall stay under control of the Government.
- i. The Contractor's personnel shall not use Government restrooms, telephones, electrical service, buildings and equipment. Access to the Control Houses shall be restricted to coordination purposes only except that pedestrian access to the machinery rooms will be allowed via the Control Houses. A dust barrier (ie. plastic and 2x4 construction) shall be provided to protect operational portions of the Control Houses during construction activities
- j. The Contractor shall furnish all potable water required for Contractor personnel.

- k. Temporary toilet facilities shall conform to paragraph 03.B of the Corps of Engineers Manual EM 385-1-1.
- l. During closure of the auxiliary lock, Contractor personnel shall access the lock via the service road on the west side of the Chain of Rocks Canal. The lock walkway bridge will not be accessible for construction activities.
- m. During closure of the main lock, Contractor personnel shall access the lock via the front entrance from Illinois State Highway 3. The lock walkway bridge will not be accessible for construction activities.
- n. The Contractor will not be allowed to close both lock chambers at the same time.
- o. The Contractor shall coordinate its operations so as not to interfere with the functions of Government personnel and the use of the open lock by river traffic.
- p. Temporary mooring areas for floating plant will be available during lock closure periods. Their locations shall be in the approach to the closed lock, and shall be coordinated with the Lockmaster. When the locks are open to traffic, there are no available mooring areas and the Contractor will be required to remove plant from the site.
- q. The counterweight maintenance room and counter weight chase located in each lock wall for both locks may be designated as confined space. All work must be performed in accordance with the requirements of the Safety and Health Manual, EM 3851-1.
- r. The Contractor shall perform testing and adjustment of each lift gate system in accordance with SECTIONS 15075 and 16910. This work must be completed within respective closure periods as defined in paragraphs 23b and 23c above.
- s. Currently there is only one active walkway bridge on the main lock.

24. AS-BUILT DRAWINGS.

a. "As-Built" Contract Drawings. The Contractor shall maintain a separate set of full-size contract drawings, marked up in red, to indicate as-built conditions. Each as-built contract drawing shall include the Contract Number (W912P9-XX-C-XXXX) associated with the contract. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. Upon completion of the work, two (2) sets of the marked-up drawings shall be furnished to the Contracting Officer prior to acceptance of the work. The Government will withhold two percent of the total bid price of the items for which as-built contract drawings have not been submitted.

b. "As-Built" Shop Drawings. Upon completion of items of work, the Contractor shall revise the shop drawings to show "as-built" conditions. The

notation "Revised to show 'as-built' conditions" shall be placed in red in the lower right corner of each drawing along with the initials of a responsible company representative. Each as-built shop drawing or catalog cut shall be identified by the Contract Number (W912P9-XX-C-XXXX) associated with the contract, and corresponding transmittal number from ENG Form 4025. "As-built" shop drawings of each Contractor-prepared construction drawing should be prepared as soon as possible after the construction detailed on a given drawing has been completed. After the "as-built" shop drawings have been prepared as described above and within 15 days after the contract completion date, the Contractor shall submit four (4) complete sets of as-built shop drawings, including catalog cuts, to the Contracting Officer. The Government will withhold two percent of the total bid price of the item for which as-built shop drawings have not been submitted.

25. NOT USED.

26. MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where 9 or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24-inch by 36-inch) which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

27. EMERGENCY ALARMS AND SIGNALS.

a. Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

b. Signals.

(1) Fire Alarm Signals. The general fire alarm signal shall be in accordance with para 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, 1 Sep 77 (CG 257).

(2) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15c of reference cited in (1) above.

(3) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

c. Mooring Lines. Eye loops on mooring lines will be equipped with becketts or handling ropes to protect the hands of deckhands.

28. USE OF MECHANIZED EQUIPMENT ON FLOATING PLANT. When mechanized equipment is operated on floating plant the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, track hoes, and

similar equipment. If the Contractor plans to use such equipment on floating plant, an Activity Hazardous Analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The Activity Hazard Analysis must thoroughly address the procedure and shall be submitted to the Contracting Officer for review and acceptance prior to start of this feature of work.

29. OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991). DFARS 252.236-7002.

(a) The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer, and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor, or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).

30. SIGNAL LIGHTS. The Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (Comdtinst M16672.2) or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

31. INSPECTION FACILITIES.

a. In order to facilitate inspection, the Contractor will be

required, without additional cost to the Government:

(1) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting the work.

(2) To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant.

b. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

32 THRU 34. NOT USED.

35. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997). FAR 52.223-3

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of 29 CFR 1910.1200(g) (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with 29 CFR 1910.1200(g), whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to 29 CFR 1910.1200(g), which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

36. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

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